

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Collier's Engineering

Date: 8/19/2025

DEPT OF ORIGIN: Mayor Williams

BILL # 113-2025

DATE SUBMITTED: 8/15/2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Resolution authorizing the funding and execution of Collier's Engineering proposal for Geotechnical Services

RECOMMENDED ACTION

MOVED BY: Ryan SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

absent

TRUSTEE RYAN

yes

TRUSTEE SCOLLIN

yes

TRUSTEE WHITE

absent

**RESOLUTION AUTHORIZING SELECTION OF COLLIERS ENGINEERING &
DESIGN FOR GEOTECHNICAL SERVICES AND USE OF PUBLIC SERVICES
FACILITY RESERVE ACCOUNT**

WHEREAS, the Village of Saranac Lake, through its engineering consultant Wendel, issued a Request for Proposals (RFP) to five qualified firms for geotechnical services associated with the planned public services facility improvements, and

WHEREAS, proposals were solicited from the following firms: Colliers Engineering & Design, Atlantic Testing Laboratories, Inc., Tectonic Engineering & Surveying Consultants, P.C., CME Associates (WBE), and Terracon Consultants, and

WHEREAS, Colliers Engineering & Design submitted a proposal in the amount of \$31,400.00, with a proposed schedule of 1–2 weeks to mobilize and 4 weeks to complete the final report upon receipt of a Notice to Proceed, and

WHEREAS, following a review of the submitted proposals, Wendel has recommended the selection of Colliers Engineering & Design based on their qualifications, responsiveness, proposed schedule, and cost, and

WHEREAS, the Village agrees with this recommendation and intends to proceed with contracting Colliers Engineering & Design for the proposed geotechnical services, and

WHEREAS, funding for this work is available through the Village of Saranac Lake Public Services Facility Reserve Account (001-0000-0230-9011).

THEREFORE, BE IT RESOLVED, that the Village of Saranac Lake Board of Trustees hereby accepts the recommendation of Wendel and authorizes the selection of Colliers Engineering & Design to perform geotechnical services for a total cost not to exceed \$31,400.00.

BE FURTHER RESOLVED, the Village authorizes the use of funds from the Public Services Facility Reserve Account (001-0000-0230-9011) to cover the full cost of these services.

BE IT FURTHER RESOLVED, that the Village Clerk is authorized to make public notice for the intended use of the reserve subject to a Permissive Referendum.



August 14, 2025

Jimmy Williams, Mayor
 Village of Saranac Lake
 39 Main Street, Suite 9
 Saranac Lake, New York 12983

Subject: **Letter of Recommendation: Geotechnical Services**
 Village of Saranac Lake Public Safety Building Project
 Wendel Project No. 621601

Dear Mayor Williams,

Wendel issued a request for proposals for Geotechnical Services to five firms, Colliers Engineering & Design, Atlantic Testing Laboratories, Inc, Tectonic Engineering & Surveying Consultants, P.C., CME Associates (WBE), and Terracon Consultants. Below is the summary of the proposals and their proposed schedule to complete the work once a Notice to Proceed is issued by the Village:

Company	Address	Total Proposal	Proposed Schedule
Colliers Engineering & Design	18 Corporate Woods Drive Albany, NY	\$ 31,400.00	1-2 weeks to mobilize, 4weeks to complete report
Atlantic Testing Laboratories Inc	26581 NYS Route 283, Watertown, NY 13601	\$ 33,060.00	10-12 weeks to mobilize, 4-6weeks to complete report
Tectonic Engineering & Surveying Consultants P.C.	1279 Route 300, 2nd Floor, Newburgh, NY 12550	\$ 34,900.00	Available at end of August to mobilize, 3weeks to complete report
CME Associates, Inc (WBE)	439 North Pearl Street, Albany, NY 12204	\$ 42,159.00	11-13 weeks to mobilize, 4-5 week to complete report
Terracon Consultants	30 Corporate Circle, Suite 201, Albany, NY 12203	\$ 40,200 to \$44,800	N/A

Please note the proposed fees include the Seismic Shear Wave Velocity Testing which is indicated as optional in the proposals. Wendel will plan to have the firm complete the Seismic Shear Wave Velocity Testing. Wendel's Structural Engineers reviewed the proposals submitted by the five firms and recommend Colliers to be selected by the Village of Saranac for the Geotechnical Services scope of services based on a combination of cost and efficiency of the schedule, and lowest cost.



Please let us know if you have any questions or concerns. Once the Village issues a notice to proceed to the successful firm, Wendel will coordinate next steps and establish a schedule for the on-site testing and final deliverable.

Respectfully Submitted,

WENDEL

A handwritten signature in blue ink that reads 'Kaitlin Chmura'.

Kaitlin Chmura
Project Manager

Cc:

Bachana Tsiklauri, Village Manager

Attachments:

Wendel Request for Proposal
Proposals Received



July 18, 2025

Subject: PROPOSAL FOR GEOTECHNICAL SERVICES - **REVISED**
 Village of Saranac Lake Public Safety Building
 33 Petrova Avenue, Saranac Lake, NY 12983
 WENDEL PROJECT NO. 621601

Please provide a proposal for a geotechnical investigation and design report for the above referenced project.

Project Description

Intended Use of Building: Public Safety Facility (Police, Fire, EMS)

Type of Construction: The new additions will consist of conventional shallow CIP foundations (strip footings at walls, isolated footings at columns) and conventional steel framing (WF girders and columns with steel bar joist infill framing). The lateral system will consist of ordinary reinforced CMU shear walls.

Finish Floor Elevation: 1562 ft

Number of Stories: 1-story

Building Footprint: See attached site plan and proposed building plan

Future Vertical Expansion: No

Future Horizontal Expansion: No

Allowable Settlements: Allowable Maximum = 1" or less; Differential = 1/2" maximum.

Basement/Pits/Tanks (full or partial): No

Retaining Walls: Y, CIP cantilever walls, MSE walls, sheet-pile wall

Loading Docks: N

Structural Loading: (min/max)

Perimeter Wall: 3 kip/ft (non-load bearing)

Interior Column: 150 kip

Exterior Column: 75 kip

Special Loading: Vehicles – firetrucks (including tankers)

Moisture Sensitive Floor Coverings: Yes

Pavement Types: Standard duty and heavy duty asphalt, heavy duty concrete at bays

Other Site Features: Potential bioretention with infiltration, stormwater detention pond or chambers

Site Access: To be coordinated with Owner

Geotechnical Scope

Your proposal should include the following:

1. Mobilization charges.
2. Perform **three (3)** soil borings (B-1 through B-3), within the general area of the proposed building footprint. Assume **two (2)** of the soil borings are drilled to a depth of 30-feet in length while the remaining **one (B-2)** soil borings are drilled to a 100-foot depth or refusal. For cost comparison purposes, assume the one soil borings drilled to refusal are 50-feet in length. If rock is within 8-foot of the existing grade, **at one (1) location** core drill the rock for at least 10-feet to determine the rock core recovery, rock soundness, and the presence and extent of rock seams and water. Include soil and rock drilling costs per foot.
3. Perform **one (1)** hand auger soil boring (HA-1), within the existing crawl space of the existing building footprint. Assume the soil boring is drilled to a depth of 10-feet in length, located directly adjacent to an existing foundation – to be field located by the EOR.



4. Include a separate line-item cost for shear-wave velocity testing, whose results may be used to more accurately identify the seismic site classification.
5. Install one (1) groundwater monitoring well (GW-01) for both geotechnical and environmental monitoring purposes with regard to the potential groundwater regime at the site. Monitoring well locations to be determined in the field once the contract is awarded.
 - a) The wells shall be installed within separate shallower borings (augered holes without soil sampling) near the proposed soil sampling test borings.
 - b) The wells shall be installed and screened across the fill and pervious indigenous soil interface with the underlying low permeability indigenous clay soils, to monitor potential perched groundwater. The three (3) wells are expected to be about 15-feet deep, with the screen and sand pack zone between a depth of about 5-feet and 15-feet.
 - c) The groundwater monitoring well installations shall consist of 2-inch PVC well screen and riser pipe, sand filter, bentonite seal, grout backfill and the installation of a protective locking surface casing (stick-up type casing).
 - d) Groundwater Well Monitoring:
 - i) Following installation, the wells shall be developed using a bailer to remove water from each well and then allowing the wells to achieve stabilized levels. Following well development, the water levels shall be measured and water samples taken for analytical testing on at least three (3) weekly occasions, following the completion of the field work. The Owner shall be responsible for all subsequent water level readings and for collection of water samples for analytical testing, as deemed appropriate.
6. Install one (1) infiltration test (IF-01); test locations to be determined in the field once the contract is awarded.
 - a) Each infiltration test shall be conducted at a depth of about 10-feet below the existing ground surface. The infiltration tests shall be conducted in general conformance with the infiltration test procedure presented in the NYSDEC Publication "Stormwater Management Design Manual – January 2024" – Appendix D: Infiltration Testing Requirements.
7. In performing the field investigation, be aware that utilities may be encountered and must be located prior to drilling. In addition, foundations of previously demolished buildings may also be encountered. Any existing structures, utilities, or foundations encountered should be noted and summarized in your results.
8. Perform a geotechnical engineering laboratory analysis of rock and/or soil samples.
9. Preparation of a written design report that meets the requirements of the 2020 New York State Building Code with comparisons to the 2021 International Building Code and includes:
 - a) Deep and/or shallow foundation system recommendations considering gravity, lateral, and possible uplift loads.
 - i) Allowable bearing capacity.
 - ii) Anticipated settlements.
 - iii) Frost Protection: local frost depth, native soils frost susceptibility, frost recommendations.
 - iv) Soil Lateral Load Capacity: lateral resistance of soil, coefficient of sliding
 - b) Recommendations for ground improvements.
 - c) Recommendations for allowable bearing capacity at the existing foundations based on long term consolidation/compaction from the loaded footings.
 - d) Seismic design criteria and soil site classifications.
 - e) Observation of groundwater levels.
 - f) Lateral earth pressure: at rest, active and passive earth pressures for potential basement, maintenance pits, tanks, and sitework retaining walls.
 - g) Foundation drainage design requirements for potential basement, maintenance pits, tanks, and sitework retaining walls.
 - h) Recommendations for temporary and permanent retaining wall systems for the perimeter of the underground levels.



- i) Temporary and permanent soil shoring design load criteria.
 - j) Requirements for site preparation, dewatering, excavation slopes, filling, compaction, anticipated construction issues, effects of construction equipment/soil disturbance, susceptibility to disturbance, etc.
 - k) Recommendations for bedrock excavation.
 - l) Requirements for slab-on-grade, subbase construction, and non-frost susceptible soil.
 - m) Recommendations for possible reuse of existing site material as backfill.
 - n) Recommendations for below grade stormwater infiltration, rain gardens, bioswales and pervious pavements.
 - o) Recommendations for pavement and parking lot design. Include recommendations for standard duty (parking lots) and heavy-duty (roads, bus areas) asphalt pavement and standard-duty and heavy-duty concrete pavement.
10. Boring log surface elevations shall be surveyed (using GPS enabled phone or GPS capable of sub-meter accuracy) and their plan locations mapped out in respect to a known reference point (i.e. corner of building, major feature, benchmark, etc.).
11. Site restoration: each boring and test pit site shall be cleaned up after work is completed, backfilled, compacted, and existing surfaces shall be patched with like materials.
12. Expected duration of the fieldwork along with estimated timeframe to produce the final design report. An electronic PDF file and a minimum of three paper copies of the report shall be provided to Wendel for distribution.

Enclosed is a soil boring location plan showing the proposed borings.

Your proposal is due in Wendel's office by **12:00PM EST on Friday, July 25, 2025**, and will be reviewed by Wendel before being sent to the Owner. Your firm's expected involvement would be required as soon as the Owner's review and approval is received.

Should you have any questions or require any additional information, please feel free to contact me at (716) 609-1698.

Sincerely,

A handwritten signature in blue ink that reads 'Kaitlin Chmura'.

Kaitlin Chmura
Project Manager

Attachment – Preliminary Scope of Work

Cc: Jimmy Willams, Mayor, Village of Saranac Lake
Bachana Tsiklauri, Village Manager, Village of Saranac Lake



1 01 FLOOR PLAN - NEW CONSTRUCTION-EXISTING LEVEL 1
SCALE: 1/8" = 1'-0"

2 02 MEZZANINE FLOOR PLAN
SCALE: 1/8" = 1'-0"

Village of Saranac Lake
Saranac Lake #1 1380
Village of Saranac Lake P88
CONCEPT
wendel
380 King Street, 4th Floor
Saranac Lake, NY 12158
PH: 518.534.1111
WWW.WENDELARCHITECTS.COM
Model Construction 1.0

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/2017	ISSUED FOR PERMIT

DATE: 10/1/2017
BY: [Signature]
CHECKED: [Signature]
APP: [Signature]

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/2017	ISSUED FOR PERMIT

DATE: 10/1/2017
BY: [Signature]
CHECKED: [Signature]
APP: [Signature]

18 Corporate Woods Drive
Suite 400
Albany, NY 12211
Main: 877 627 3772



VIA Email
August 13, 2025

Shridhar Karve, RA, AIA, NCARD
Senior Architect
Wendel Companies
427 New Karner Road
2nd Floor
Suite 2
Albany, NY 12205

Proposal for Professional Services
621601 Saranac Lake PS
Saranac Lake, Franklin County, New York
Colliers Engineering & Design Proposal No.: 25011129P

Dear Mr. Karve,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. is pleased to submit this proposal to provide professional Geotechnical Services for the referenced project.

We understand the project comprises the construction of a new single-story building addition to the existing building. The addition will be a conventional steel framing structure which is anticipated to be supported on shallow footings. The lateral system will consist of ordinary reinforced CMU shear walls.

We further understand you would like to perform a exploration program consisting of one interior hand auger test boring within the existing structure, three test borings within the general area of the proposed building footprint, one groundwater monitoring well, and one infiltration test. The hand auger test boring will extend to a maximum depth of 10 ft in an area with an anticipated clearance of up to 6 ft. Please note that lower clearance (than 6') will not allow performing the test boring as hand equipment requires a minimum clearance of 6 ft.

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

TASK 1.0 Geotechnical Exploration Program and Report

The RFP calls for a subsurface exploration program consisting of:

- One hand-auger test boring extending to a maximum depth of 10 ft. Coring of the ground slab, if any, will be required to perform the test boring.
- Three test borings within the general area of the building. Two of the test borings will extend up to 30 ft in depth. The remaining test boring will extend 50 ft to 100 ft in depth or to refusal. Rock coring will be performed in the test borings if bedrock is encountered within the planned depths or shallower.
- One groundwater piezometer to determine the general groundwater depth. The piezometer may also be used to sample groundwater for environmental purposes.
- Perform one infiltration test at a depth of 10 ft.

Considering the above, we propose a subsurface exploration program consisting of a total of six test borings which considers the infiltration test will be performed in one of these test borings. The infiltration tests will be performed in accordance with Appendix D of NYS Stormwater Management Design Manual which requires a 24-hr soaking period.

Program Scope

Coring at Interior Boring location

Coring of the ground slab may be required at the boring location. We will coordinate with our driller to perform the core. The boring location will be patched with a concrete patch after the test boring is concluded.

Test Borings

We will coordinate with a subcontractor to mobilize equipment to perform one hand auger test boring, three Standard Penetration Test (SPT) borings, one groundwater piezometer a to visually classify the subsurface soils and obtain soil samples for laboratory testing.

Groundwater Observation

We will install one piezometer to monitor the groundwater conditions below the site.

Field Observation

The subsurface exploration program will be performed under the full-time observation of a geotechnical specialist, who will observe and log the explorations, collect soil samples, and will be acting under the direction of a licensed Professional Geotechnical Engineer. Explorations will be field located by our representative by measuring from existing site features using conventional taping methods.

Duration

This proposal considers three (3) days to perform the test borings and the preliminary infiltration tests. One additional day will be required if B-2 is required to extend to a depth of 100 ft for a total of four days.

Seismic Shear Wave Velocity Testing (optional)

We will perform in-situ resistivity testing using refraction seismic surveying geophysical techniques. The geophysical evaluation will be conducted using Multichannel Analysis of Surface Waves (MASW) techniques using a 24-geophone system with geophone spacing of 5 ft. Using a mobile energy source, the survey shall progress as a roll-along survey to evaluate the top approximately 50 ft – 100 ft of subsurface geology. The collected data will be post-processed and modeled as a series of two-dimensional profiles and analyzed to evaluate shear wave velocity of subsurface materials. The budget for this task considers up to four profiles.

General Laboratory Soil Testing

Representative samples obtained from the explorations will be subjected to limited laboratory testing to evaluate general engineering characteristics. Such testing will likely include moisture contents, grain-size analysis, and Atterberg Limits.

Geotechnical Report

We will prepare a geotechnical report in accordance with Section 1803.6 of 2020 NYS Building Code summarizing the subsurface conditions encountered at the site. The report will include the results of the subsurface exploration programs and laboratory testing, and geotechnical recommendations including:

- Recommended foundation types and corresponding capacity
- Bearing strata
- Seismic design Parameters (based on SPT-N values only)
- Lateral earth pressure coefficients.
- Subgrade modulus for the design of slab-on-grade, if required
- Excavation support systems
- Construction dewatering, if required
- Waterproofing / damp-proofing of below-grade walls and floors
- A list of anticipated Special Inspections to be performed during construction
- Considerations for construction, such as subgrade preparation

We will prepare a separate geotechnical data report describing the infiltration characteristics of the site soils/bedrock including results of the conducted infiltration tests.

Schedule

We will proceed with scheduling the proposed exploration program upon receiving a signed contract. Depending on availability and necessary drilling permits, our subcontractors are typically able to mobilize in about one to two weeks from receiving a signed contract and related documents.

We anticipate our geotechnical report to be ready in about 4 weeks from the conclusion of our exploration program if special soil testing is not required.

TASK 2.0 Post-Report Engineering Consultation, Meetings, Etc.

After our report has been submitted, we anticipate that additional Geotechnical consultation may be required prior to construction. Such consultation may include:

- Teleconferences and/or meetings to review the findings of the report.
- Preparation of foundation specification and other construction documents (CDs) for bidding purposes.
- Attendance at pre-bid and/or pre-construction meetings.
- Review of Contractor submittals and shop drawings.
- Responses to Requests for Information (RFIs) submitted by the Contractor.

These services will be provided upon request on a time and expense basis in accordance with the attached 2025 Rate Schedule. A recommended initial budget allowance is provided below.

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Task 1.0 Geotechnical Exploration and Report	
Cost assuming Test Boring B-2 extends 50 ft in depth	
Field Engineering (\$1,400/day, 3 days)	\$4,200
Subcontractor (estimated)	\$17,500
Engineering, General Lab Testing, and Reports	\$5,200
Additional cost for 1 day (if B-2 extends 100 ft in depth)	
Field Engineering (\$1,400/day, 1 day)	\$1,400
Subcontractor (estimated)	\$4,000
Seismic Shear Wave Velocity testing (2 field days, optional)	\$4,500
Task 2.0 Post-Report Consultation and Meetings	\$500
(Allowance, Time and Expense)	

Notes:

- 1- The fees for field tasks are based on normal workdays, Monday through Friday, 8 hours/day, non-union, non-prevailing wage.

We will notify you if additional field time is required. Should extended hours, night shift, or weekend hours be required to complete the work, the additional field time will be invoiced at **\$ 1,400 per additional 8-hr day excluding contractor cost.**

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

General Geotechnical Procedures

The subcontractor shall be responsible for contacting the Dig Safe NY 811 System for location of public utilities; however, the client shall be responsible for providing us with available information for private on-site utilities. If such utility information is not available, we recommend that designation of private utilities be performed, which is excluded from the scope of this proposal.

Due to the nature of the work, some disturbance and settlement should be anticipated at the completion of the explorations. It will be the responsibility of the client to maintain the grade at each test location should settlement occur. This proposal excludes site restoration, other than backfilling the explorations with the excavated soil. The price excludes the cost of exporting the excess excavated spoils from the site if determined to be necessary by an environmental specialist.

The Client will provide right of entry to the site as well as any associated project information. The client agrees to indemnify, hold harmless, and defend Colliers Engineering & Design and any of Colliers Engineering & Design's employees from and against all loss, injury, damage, and legal liability, including attorney's fees and other costs of defense arising out of any structural damage, utility damage, or boring settlement.

The test borings will each be advanced utilizing hollow-stem auger and/or mud-rotary drilling techniques. Soil samples will be obtained from within the borehole by means of a standard two-inch outside-diameter split spoon sampler advanced in accordance with ASTM Designation D-1586 for the Standard Penetration Test.

If conditions encountered differ significantly from those anticipated, and as a result would increase the scope of our work, we will notify you immediately and provide a new scope of work for your authorization to continue with work.

Soil samples will be classified in the field and transported to our laboratory for further review and evaluation, as necessary. The samples will be stored for a period of 60 days from the date of our report, unless otherwise negotiated with the Client.

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I.
- Professional survey of exploration locations and elevations.
- Location of private utilities.
- Export of soil cuttings.
- Testing and analysis for stormwater design.
- Any restoration of exploration locations other than through backfilling using excavated spoils.
- Any specialized laboratory testing that may be warranted due to subsurface conditions encountered. A separate proposal will be prepared if subsurface soil conditions warrant such laboratory testing.
- Any exploratory or testing work, interpretations, or conclusions related to the determination of potential chemical, toxic, radioactive, or other type of contaminants on site.
- Personnel on site will utilize Level D personal protective equipment (PPE) (hard hats, steel-toed boots, eye protection, etc.). Higher levels of PPE (respirators, chemical resistance, etc.) can be provided for an additional fee.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Business Terms and Conditions

Colliers Engineering & Design, including its affiliates and subsidiaries, ("CED") agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

CED will provide a description of the Services requested under this agreement in written form (the "Scope of Services" or "Proposal"). Services not expressly in the Scope of Services are excluded from it, and CED will assume no responsibility to perform excluded services under this Agreement, or any later executed agreement. If more Services become necessary during a project, CED may provide such Services using its Technical Staff Hourly Rate Schedule in effect at the time of Services, and attached as [Section II](#).

The proposed fees in this Agreement shall be open for acceptance for 60 days from the date the Scope of Services is provided. If: (a) this Agreement is executed more than 60 days after CED's provision of the Scope of Services to Client; (b) CED's fees for the Scope of Services are proposed on a lump sum or unit price basis; (c) CED's provision of Services continues 12 months after the commencement of Services or Effective Date of this Agreement, including where the Services are not yet completed; or (d) the Client suspends CED's Services for period of more than 30 days, then CED reserves the right to increase its fees for the Scope of Services upon mutual agreement of the Parties.

2.0 STANDARD OF CARE:

In performing Services, CED will exercise its professional judgment, made based on the information available to it, and use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality during the same period. CED further represents that it will perform all Services following any scope, instructions, or specifications provided by the Client to CED. We shall exercise the usual and customary professional care in our efforts to follow applicable code, regulations, laws, rules, ordinances, or such other requirements in effect at the time of this Agreement. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

CED will invoice client monthly. CED's invoices will include a description of Services performed based on percentage completed, and a summary of professional fees, expenses, and other disbursements and charges. In the event Client requests a more detailed invoice format, CED reserves the right to increase its fees for time incurred by its staff to prepare the requested invoice. If Client fails to submit comments or objections in writing within 14 days of Client's receipt of an invoice, the accounting of the invoice shall be considered correct, and Client waives any objection to payment of the invoice.

Expenses incurred for Services, equipment, and facilities not offered by CED shall be invoiced at a rate not to exceed their cost, plus fifteen percent (15%). Reimbursable expenses will include, but not be limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials at the Client's request or which are necessary for the completion of a Scope of Services.

CD shall invoice All Services provided on an overtime basis at ONE AND ONE-HALF TIMES (1.5x) the rates provided in Section II – Technical Staff Hourly Rate Schedule in effect at the time of provision of the Services.

4.0 PAYMENT:

CED invoices are payable in full within 30 days of receipt by the Client. In the event Client has not objected to an invoice under Section 3 above, and fails to make payment within 30 days of receipt thereof, CED reserves the right to assess interest of one and one-half percent (1.5%) on any outstanding invoiced amounts due. In the event payment is not made in accordance with the terms here, CED reserves any and all rights, at law or in equity, to pursue payment from the Client, including, but not limited to the withdrawal of any applications to federal, state, or local regulatory agencies and boards filed by CED on behalf of the Client ("Applications"). Before the withdrawal of any Application, CED will provide the Client with 14 days' written notice and opportunity to cure. Client shall be responsible for all fees and costs incurred by CED to collect invoiced amounts due to it, including CED's reasonable attorneys' fees and costs.

5.0 RETAINER:

CED reserves the right to request a retainer from the Client before beginning Services on a project. Any retainer paid by the Client will be held in trust by CED, and first applied to CED's final invoice for the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide access to the location where CED's Services are to be performed and right of entry for all CED personnel and equipment needed for the completion of the Scope of Services. CED will take all reasonable precautions to minimize any damage to the property, it being understood by the parties that in the normal course of CED's Services damage may occur, the repair or remediation of which is not part of the Scope of Services, this Agreement, or CED's obligation.

Client shall furnish or cause to be furnished to CED any and all documents and information related to: (a) surface and subsurface site conditions, which CED requires knowledge of for the proper performance of the Scope of Services; and (b) the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the project site. CED may rely on the accuracy and completeness of Client provided documents and information provided by Client, Client's consultants and contractors, and information from public records pursuant to this Section in performing the Scope of Services required under this Agreement, and the Client shall assume all responsibility and liability for their accuracy and completeness.

CED shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures. Except as otherwise provided for here, CED shall be responsible only for its employees, subconsultants, and subcontractors on any project site. Neither the professional activities nor the presence of CED or its employees or subcontractors on a project site shall imply that CED controls the operations of others, nor shall this be construed to be an acceptance by CED of any responsibility for jobsite safety.

7.0 UTILITIES:

CED will take reasonable precautions per the professional standard of care to avoid damage or injury to subterranean structures or utilities during the performance of its Services. The Client agrees to indemnify, defend, and hold CED harmless for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system, or are omitted or incorrectly conveyed on any documents, plans or specifications provided to CED.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments in accordance with this Agreement or an invoice, or is otherwise in material breach of this Agreement, CED will provide seven days written notice to the Client, and opportunity to cure, before suspending performance of its Services until Client makes all payments due under this agreement. CED will have no liability whatsoever to the Client for any costs or damages from such suspension, and the Client agrees to indemnify, defend, and hold CED harmless from any claim or liability resulting from Client's failure to make payment and any resulting suspension by CED.

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to satisfy the terms of this document, or suspension of CED's Services for more than 90 days. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CED may elect to complete any analyses and records as are necessary for its internal record keeping, including a report of the Services performed before termination. CED shall be paid for all Services performed before the termination notice date, plus reasonable termination expenses including, but not limited to, the costs of completion of any reports or analyses for its internal record-keeping purposes.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Client shall directly retain any third parties whose Services are needed in connection with the Scope of Services including, but not limited to, consultants, contractors, drillers, analytical laboratories, transporters, other experts (collectively, "Contractors"), unless prohibited from doing so. If included in the Scope of Services, CED will advise the Client in selecting Contractors and will help the Client coordinate and monitor the Contractors' performance. In no event will CED assume any liability or responsibility for a Contractor's failure to perform, regardless of whether CED contracts directly with said Contractors, or only coordinates and monitors their work. If CED does engage a Contractor on behalf of the Client, Client will be invoiced all expenses incurred, including rental of special equipment necessary for the work, at a rate not to exceed their cost, plus twenty percent (20%), as they are incurred.

Client, by engaging CED to advise it or retain Contractors on its behalf, agrees to defend, indemnify and hold CED, its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by said Contractors. In addition, Client agrees to pursue recovery of and assert any claims based on its loss, expenses and/or damages solely and directly against those Contractors. In consideration of such indemnity and waiver, CED agrees to assign its rights and/or claims against those subconsultants/subcontractors under the Contractors' agreements with CED, to the Client.

10.0 AGREED REMEDY:

CED shall be liable to the Client only for direct damages to the extent caused by CED's negligence in the performance of its Services. CED SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

To the fullest extent permitted by law, the total liability, in the aggregate, of CED and CED's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages arising out of in any way related to CED's Services, the project or this Agreement, including, but not limited to, negligence, strict liability, breach of contract, or breach of warranty, shall not exceed six times the total compensation received by CED under this Agreement or the applicable CED insurance limits, whichever is less, excluding reimbursable expenses and any Contractor or subconsultant fees produced supporting the project or pursuant to this Agreement. If the project contemplated within this Agreement includes multiple phases, such liability limit shall be calculated using, and applicable only to, the particular phase in which the direct damages occur under.

The Parties agree that CED's Services in connection with the project shall not subject CED's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project, Services, or arising out of this Agreement. As a result, the Client agrees that as

the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CED, a New Jersey corporation, and not against any of CED's employees, officers, or directors.

11.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer its obligations or interest in the Agreement without the written consent of CED.

CED shall not, in connection with any such assignment by the Client, have to execute any documents that may, in the sole judgment of CED, increase CED's contractual or legal obligations or risks, or impact the availability or costs of its professional or general liability insurance.

CED may assign this Agreement without the Client's consent if such assignment is to (a) a parent, affiliate, or subsidiary, (b) an acquiror of assets, or (c) a successor by merger.

The Agreement shall not create any rights or benefits to third-parties other than the Client and CED, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against the Client or CED. CED's Services under this agreement are being performed solely for the benefit of the Client, and no other entity will have any claim against CED arising out of this Agreement, CED's nonperformance or performance of Services under this agreement.

12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, electronic files, field data, notes, and other documents and instruments ("Documents") prepared by CED are and remain the property of CED as instruments of service. The Documents may not be copied by the Client or others on extensions of this project, or on any other project. The Client agrees not to use CED's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by CED, or for future modifications to this project, without CED's express written permission. Any use, reuse, or distribution to third parties without such express written permission, or project-specific adaptation by CED will be at the Client's sole risk and without liability to CED, its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors.

If electronic Document production is required by this Agreement, Client request, or the project, CED will provide the Client electronic Documents subject to the following conditions:

The Client must execute CED's Electronic Media Release form before any distribution of electronic files. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Client acknowledges that electronic Documents provided to the Client are for informational purposes only and are not intended as an end-product. CED makes no representation of any warranties, either express or implied, about the fitness or suitability of the electronic Documents. Accordingly, the Client agrees to waive all claims against CED and CED's subconsultants relating in any way to the unauthorized use, reuse or alteration of the electronic Documents. Any unlicensed use or reuse of the electronic Documents without CED's written consent will violate its copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered Documents of record.

CED shall not be required to sign any documents, no matter by whom requested, that would result in CED having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

13.0 DELAYS:

CED shall not be responsible for delays caused by factors beyond its reasonable control, including, but not limited to, accidents, endemics, pandemics, acts of God, fires, hurricanes, floods, explosions, strikes, boycotts, labor disputes, failure of the Client to provide timely information, review, approval, or rejection of CED's Services or work product, faulty performance by Client Contractors of any level, and acts of Government, which, in the opinion of CED, could not have been reasonably foreseen and mitigated ("Force Majeure Delays"). The occurrence of any Force Majeure Delay will entitle CED to an extension of time in performing the Scope of Services, and CED will notify the Client of the resultant increase in the total cost of providing the Scope of Services. Client shall be solely responsible for compensating CED for the resultant increase in cost. The Client agrees that CED shall not be responsible for damages, nor shall CED be considered in default of this Agreement, arising out of, or relating to any Force Majeure Delay.

The fees quoted in this Agreement assume that upon authorization, the project will begin through to completion without a stop work order or suspension by the Client. Should a stop work order or request to suspend CED's Services be received from the Client before completion of the Scope of Services, CED reserves the right to assess added fees to recommence its Services for the project.

14.0 INDEMNIFICATION:

CED shall keep, at its own expense, Workers' Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish certificates of insurance to the Client.

To the fullest extent permitted by law, Client shall indemnify and hold harmless CED and its agents, officers, directors and employees, subcontractors or subconsultants (collectively referred to in the remainder of this Section as CED) from and against all claims, damages, losses and expenses, whether direct, indirect, consequential, special, or punitive, including, but not limited to, reasonable attorneys' fees and costs, court costs and arbitration costs arising out of or relating to: (a) CED's Services; (b) Hazardous Materials; (c) unauthorized use, distribution, or reuse of Documents without CED's involvement and written consent; (d) Force Majeure Delays; (e) Construction Observation Services; (f) Design Services; (g) Topographic Mapping Services; (h) Earthwork Analysis Services; or (i) any claims against CED arising from the acts, omissions or work of third-

parties, Contractors, or others, unless it is determined by a court of competent jurisdiction that CED is guilty of negligence, gross negligence, or willful misconduct in connection with the Services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

This indemnification shall not apply to claims, damages, losses, or expenses which are decided by a court of competent jurisdiction to result from the gross negligence or willful misconduct by CED in fulfilling its obligations under this Agreement.

15.0 GOVERNING LAW:

The laws of the State within which the project is located will govern the validity of this Agreement, its interpretation and performance, without regard to any conflicts or choice of law statutes. Any litigation arising from this Agreement shall be brought in the State of the project and Services, and venued in State or Federal Court of said State.

16.0 INVALID TERMS:

The invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision, and the partial invalidity of any provision of this Agreement shall not invalidate the remainder.

17.0 SURVIVAL:

All express representations, indemnifications, or limitations of liability in this Agreement will survive the termination of this Agreement or completion of all Services of CED under this Agreement.

18.0 ENTIRE AGREEMENT:

This Agreement forms the final and complete Agreement between the Client and CED. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms contained here. Amendments to this Agreement shall not be binding unless made in writing and executed by the Parties.

To the extent Client provides its own Agreement, and that Agreement conflicts with or is silent about any term or condition expressed here, these conditions shall prevail and shall be binding on the Parties.

Project Scope Specific Terms and Conditions, as applicable.

19.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes Construction Observation Services (as hereinafter defined), then the provisions below shall apply:

During the project's construction phase, CED shall consult, advise, and act as Client's representative (the "Construction Observation Services") as provided in the Scope of Services. The extent and limitations of the duties, responsibilities, and authority of CED as outlined in the Scope of Services and CED's Proposal shall not be changed, unless agreed to in writing by the Parties.

CED's Services during the construction phase are intended to provide Client greater confidence that the completed work of Client's Contractor will conform to the approved plans, drawings, specifications, and related documents (the "Construction Documents"). CED need not make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work. CED shall not, during visits to the project site or because of observation of Contractor's work, supervise, direct, or have control over Contractor's work, nor shall CED have authority over or responsibility for the means, methods, techniques, sequences, safety precautions, programs incident to the work, or procedures of construction performed by Contractor. CED shall not be responsible for any failure of Contractor to follow laws, rules, regulations, ordinances, codes, or orders applicable to its furnishing and performing of its work. So, CED neither guarantees the performance of any Contractor, nor assumes responsibility for any Contractor's failure to perform its work per the Construction Documents.

If the Scope of Services for this Agreement includes Design Services, but does not include Construction Observation Services, then the provisions below shall apply:

The parties understand and agree that CED's Services under this Agreement do not include construction observation or review of a Contractor's performance or any other construction phase services, and that the Client will provide such observation or review. The Client assumes all responsibility for any interpretation of the Construction Documents, or observation and supervision performed by others, and expressly waives any claims against CED in any way arising out of or related thereto.

If the Parties agree that CED will provide any construction phase services, CED shall be compensated per a written agreement executed between the Parties.

20.0 OPINIONS OF PROBABLE COST:

In reviewing CED's opinions of probable construction cost, the Client understands that CED has no control over costs, the price of labor, equipment, materials, or the Contractor's method of pricing. Any opinions of probable construction costs provided by CED are based on CED's judgment, qualifications, and experience as a design professional familiar with the construction industry. CED makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

21.0 HAZARDOUS MATERIALS:

As for Services involving hazardous substances, CED has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any project site, its compensation is in no way commensurate with the potential liability that may be linked to a substance or project site, and thus it shall not have any responsibility or liability related thereto.

If the Scope of Services for this Agreement does not include services related to hazardous materials, including, but not limited to, asbestos, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals and materials, radioactive materials, liquids, gasses, or any other harmful material, whether in the air, surface, or subsurface soil, water, watercourse, objects at the project site, or any tangible or intangible matter ("Hazardous Materials"), then the following provision shall apply:

The Parties acknowledge that CED's Scope of Services includes no services related to Hazardous Materials. In the event CED or any other party encounters Hazardous Materials at the project site, or should it become known in any way that such Hazardous Materials may be present at the project site or any adjacent areas that may affect the performance of CED's services, CED may, at its sole option and without liability for consequential or any other damages, suspend performance of Services until the Client works to identify, abate, and/or remove the Hazardous Materials, and to warrant that the project site complies with all applicable laws, codes, regulations, and administrative orders.

22.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes Topographic Mapping, then the provisions below shall apply:

CED shall perform the Services necessary to produce the required Topographic Mapping and/or shall retain an independent subconsultant to perform Topographic Mapping services. The Topographic Mapping shall be prepared in conformity to generally accepted standards for aerial mapping services. CED's sole responsibility and liability on the accuracy or completeness of the Topographic Mapping is limited to the correction of any inaccurate information. CED's correction of any inaccurate information shall be the Client's sole remedy related to any Topographic Mapping and information derived from it.

If the location of subsurface information is to be provided by CED, the topographic survey shall be limited to the extent of the information provided by the Client or others. CED shall not be responsible for any unknown conditions not identified in the information provided to CED, or any unknown condition beyond the reasonable scope of the information obtained because of any testing, test pit excavations, boring, or samples taken by CED.

23.0 EARTHWORK ANALYSIS:

In reviewing CED's earthwork analysis, calculations, reports, or opinions ("Earthwork Analysis"), the Client understands that CED's data is based on the topographic mapping used as a base map for plan preparation, and that topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that based on earthwork differences resulting from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction means and methods, soil conditions, earthwork calculation methods, soil volume calculation methods, and other factors, some of which are unique to each Contractor and project site, it is impossible to definitively predict quantities that will ultimately be determined as associated with a particular project site. As such, CED's sole responsibility and liability on the accuracy or completeness of the Earthwork Analysis is limited to the correction of any inaccurate information. To find actual quantities and costs associated with required earthwork, the Client must solicit construction bids from qualified Contractors and must require such Contractors to find existing topographic conditions, subgrade conditions, construction plans, and procedures.

24.0 STORAGE OF CLIENT MATERIAL:

CED shall keep in its storage facility samples collected as part of its Services for three months after issuance of final reports. All samples will later be disposed of following proper regulations in place at the time. Extended storage of samples can be arranged at an added cost to be set up on a project-by-project basis.

25.0 GENERAL CONSTRUCTION ADMINISTRATION:

If the Scope of Services for this Agreement includes General Construction Administration ("GCA"), then the provisions below shall apply:

CED will provide GCA services per this Agreement and the edition of AIA Document A201-2017, "General Conditions of the Contract for Construction", excluding documents E203-2013 ("Building Information Modeling and Data Exhibit") and G702-2013 ("Project Building Information Modeling Protocol Form") referenced in it. Any other modifications made to the General Conditions, if adopted as part of this Agreement, shall be enforceable under this Agreement only to the extent that they align with this Agreement or approved in writing by CED.

Section III – Rate Schedule

Technical Staff Rates 2025

Billing Titles	Hourly Rates
Executive Principal	360.00
Senior Principal	345.00
Principal	320.00
Senior Technical Director	295.00
Senior Project Manager	270.00
Technical Director	230.00
Project Manager	220.00
Senior Project Specialist	200.00
Project Specialist	190.00
Technical Professional	180.00
Technical Specialist	170.00
Specialist	160.00
Senior Data Technician	150.00
Senior Technical Assistant	140.00
Technical Assistant	125.00
Field Technician	115.00
Data Technician	115.00
Survey Crew - 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) - 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) - 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP	330.00
LSRP	290.00

Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Rates are effective through December 31, 2025

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid for 60 days since date issued.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

A handwritten signature in black ink, appearing to read "Ahmed Elmekati".

Ahmed Elmekati
Principal Associate

AHE/gt

cc: Kaitlin Chmura, Project Manager (The Wendel Companies)

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